

FILED
Superior Court Of California
County Of Los Angeles

MAR 20 2014

Sherri R. Carter, Executive Officer/Clerk

By Kristina Vargas, Deputy
Kristina Vargas

H. Michael Soroy, Esq. (SBN 153944)
Peter C. Ver Halen, Esq. (SBN 041609)
Kristin A. Ingulsrud, Esq. (SBN 294532)
LAW OFFICES OF H. MICHAEL SOROY
11766 Wilshire Boulevard, Suite 270
Los Angeles, California 90025-6537
Telephone: (310) 444-7750
Facsimile: (310) 312-1034

Alcedo
90069

Attorneys for Plaintiff
TRACERAIN CAPITAL, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

TRACERAIN CAPITAL, LLC, a California
limited liability company

Plaintiff,

v.

ORIWA VILLAS S.A., a Guatemala
corporation; and Does 1 through 20, inclusive

Defendants.

Case No.:

BC539651

D-52 Susan Bryant Deason

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. SPECIFIC PERFORMANCE
3. DECLARATORY RELIEF

COME NOW plaintiff TRACERAIN CAPITAL, LLC, a California limited liability company (hereafter "Plaintiff") to allege as causes of action as follows:

GENERAL ALLEGATIONS

1. Plaintiff TRACERAIN CAPITAL, LLC is a limited liability company organized and existing under and by virtue of the laws of the state of California.
2. Plaintiff is informed and believes and based thereon alleges that the Defendant ORIWA VILLAS S.A., is corporation organized and existing under the laws of Guatemala that is and has for some time conducted business and owned real property located in the County of Los Angeles, state of California (hereafter "Defendant").
3. The real property which is the subject of this action is a single family residence

CIT/CASE: BC539651
LEA/DEF#: :
RECEIVED: 05/20/14 2:32 PM
DATE: 05/20/14
FILED: 05/20/14
FACILITY: 310
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1 located at and known as 1401 Londonderry Place, Los Angeles, California 90069 (the
2 "Londonderry Property"). A legal description is attached hereto as Exhibit A and is by this
3 reference incorporated herein.

4 4. Plaintiff is informed and believes and based on that information and belief
5 alleges that Defendant acquired title to the Londonderry Property from Londonderry LP, a
6 California Limited Partnership, by a deed that was recorded on August 8, 2012.

7 5. On January 9, 2014, Plaintiff and Defendant entered into a Purchase and Sale
8 Agreement and Escrow Instructions, whereby Plaintiff agreed to buy and Defendant agreed to
9 sell the Londonderry Property (hereafter "Purchase Agreement") for a purchase price of
10 \$8,400,000 (hereafter the "Purchase Price"). A copy of this agreement is attached hereto as
11 Exhibit B and is by this reference incorporated herein.

12 6. The filing of this action enables the recording of a notice of pendency of action
13 to be filed against the Londonderry Property.

14 7. Each of the named Defendants is presently, and was at all times mentioned
15 herein, the agent, servant, employee, partner, principal, stockholder, officer, director and/or
16 joint venturer of each of the remaining Defendants and is presently, and was at all times
17 mentioned herein, acting within the course and scope of such agency or employment or acting
18 on behalf of a corporation, partnership or in the furtherance of a joint venture. Defendants and
19 each of them acted with the permission and consent of the other Defendants, and in concert
20 with each other.

21 8. The true names and capacities, whether individual, corporate, association or
22 otherwise, of Defendants sued herein as DOES 1 through 20, inclusive, are unknown to
23 Plaintiff, and Plaintiff therefore sue said Defendants by such fictitious names pursuant to
24 California's Code of Civil Procedure Section 474. Plaintiff is informed and believes, and
25 based thereon allege, that each of the Defendants designated herein as a DOE is legally
26 responsible in some manner for the events and happenings referred to herein, and caused injury
27 and damages proximately thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of
28 court to amend this Complaint to show the true names and capacities of the Defendants
designated herein as DOES when the same has been ascertained. Whenever in this complaint

1 reference is made to "Defendants" or "Defendants and each of them", such allegations shall be
2 deemed to mean acts of Defendants individually, jointly and/or severally.

3
4 **FIRST CAUSE OF ACTION**
AGAINST DEFENDANT FOR BREACH OF CONTRACT

5 9. Plaintiff realleges and incorporates herein by reference each and every
6 allegation contained in Paragraphs 1 through 8, inclusive, hereof as though set forth herein in
7 their entirety.

8 10. Plaintiff has performed all duties, promises, and obligations required of Plaintiff
9 and all conditions precedent that Plaintiff agreed to perform in the Purchase Agreement,
10 including, but not limited to, wiring a deposit of \$840,000 to Defendant upon signing of the
11 Purchase Agreement, wiring \$6,665,250.87 to Defendant, and placing \$1,215,724.01 into
12 escrow opened by the parties at Granite Escrow.

13 11. Under the terms of the Purchase Agreement, Defendant was obligated to
14 transfer and convey title to the Londonderry Property to Plaintiff.

15 12. Defendant has failed, and continues to fail, to execute and deliver to escrow an
16 original and recordable deed conveying legal and beneficial ownership of the Londonderry
17 Property to Plaintiff, making the filing of this action necessary.

18 13. Because of Defendant's breach of the Purchase Agreement, Plaintiff has
19 suffered general and consequential damages, including the loss of the \$6,665,250.87 and
20 \$840,000 paid to Defendant by wire transfer, title and escrow expenses, and other expenses in
21 the amount in accord with proof at trial.

22 14. The Purchase Agreement entered into between Plaintiff and Defendant provides
23 for an award of attorneys' fees to the prevailing party in the event of a dispute between them in
24 the performance thereof.

25
26 **SECOND CAUSE OF ACTION**
AGAINST DEFENDANT FOR SPECIFIC PERFORMANCE

27 15. Plaintiff realleges and incorporates herein by reference each and every allegation
28 contained in Paragraphs 1 through 8 and 10 through 12, each inclusive, and 14 hereof as

1 though set forth herein in their entirety.

2 16. Plaintiff has performed by wiring a deposit of \$840,000 to defendant, wiring
3 \$6,665,250.87 to Defendant, and placing \$1,215,724.01 in escrow and is ready, willing, and
4 able to complete the transaction.

5 17. Plaintiff has demanded that Defendant provide an original and recordable deed
6 conveying legal and beneficial ownership of the Londonderry Property to Plaintiff in
7 accordance with the terms in the Purchase agreement.

8 18. Defendant has failed to provide escrow with an original recordable deed
9 conveying ownership of the Londonderry Property to Defendant and/or to return to Plaintiff the
10 \$6,665,250.87 delivered by Plaintiff to Defendant outside of escrow.

11 19. Plaintiff has no adequate remedy at law to enforce the Purchase Agreement,
12 other than the specific enforcement of the agreement.

13 20. Plaintiff is entitled to specific performance of the terms, conditions, and
14 provisions of the Purchase Agreement, by court decree, among other things, ordering
15 Defendant to complete conveyance of both legal and equitable ownership of the Londonderry
16 Property to Plaintiff.

17
18 **THIRD CAUSE OF ACTION AGAINST DEFENDANT FOR**
19 **DECLARATORY RELIEF**

20 21. Plaintiff realleges and incorporates herein by reference each and every
21 allegation contained in Paragraphs 1 through 8 and 10 through 12, each inclusive , and 14
22 hereof as though set forth herein in their entirety.

23 22. An actual controversy has arisen and now exists between Plaintiff and
24 Defendant concerning their respective rights and duties in that Plaintiff maintains that title to
25 the Londonderry Property rightfully belongs to it. Without denying that Plaintiff is entitled to
26 ownership of record of the Londonderry Property, Defendant has failed to execute and deliver
27 to Plaintiff, and/or escrow, a fully executed original and recordable deed conveying ownership
28 of the Londonderry property to Plaintiff.

1 23. Plaintiff desires a judicial determination of its rights and duties under and
2 pursuant to the terms of the Purchase Agreement, and in particular that it is entitled to legal and
3 beneficial ownership of the Londonderry Property.

4
5 **WHEREFORE** Plaintiff prays for judgment against defendants as follows:

6
7 **AS TO THE FIRST CAUSE OF ACTION**

- 8 1. Damages caused by Defendant's breach of contract, in an amount to be proven
9 at trial;
10 2. For attorneys' fees and costs of suit incurred herein;
11 3. For such other and further relief as the Court may deem just and equitable.

12
13 **AS TO THE SECOND CAUSE OF ACTION**

- 14 1. For an order decreeing that the Defendant's interest in the Londonderry
15 Property be transferred to Plaintiff and that the Purchase Agreement in all other respects be
16 enforced in its favor.
17 2. In the alternative, for an order directing the clerk of this court to execute and
18 submit for recordation a grant deed conveying legal and beneficial ownership of the
19 Londonderry property to plaintiff;
20 3. For attorneys' fees and costs of suit incurred herein;
21 4. For such other and further relief as the Court may deem just and equitable.

22
23 ///

24 ///

25 ///

26 ///

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28 ///

1 **AS TO THE THIRD CAUSE OF ACTION**

- 2 1. For a declaration that Plaintiff has performed the terms of the Purchase
3 Agreement and is entitled to receive both legal and beneficial ownership to the Londonderry
4 Property;
5 2. For attorneys' fees and costs of suit incurred herein;
6 3. For such other and further relief as the Court may deem just and equitable.
7

8 Dated: March 20, 2014

9 LAW OFFICES OF H. MICHAEL SOROY

10
11 By _____



H. Michael, Soroy, Esq.
Peter C. Ver Halen, Esq.
Kristin A. Ingulsrud, Esq.
Attorneys for Plaintiff

Exhibit A
Legal Description

All that certain real property in the County of LOS ANGELES, State of California, described as follows:

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 8 OF TRACT NO. 12360, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF SAID TRACT, AS PER MAP RECORDED IN BOOK 239, PAGES 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, THENCE NORTH 5° 29' 50" WEST 108.75 FEET, THENCE SOUTH 75° 29' 25" EAST 20.00 FEET, THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST TANGENT AT THE POINT OF BEGINNING TO THE LAST MENTIONED COURSE, AND HAVING A RADIUS OF 108.50 FEET, A DISTANCE OF 111.75 FEET, MEASURED ALONG THE ARC OF SAID CURVE, SAID CURVE BEING THE NORTHWESTERLY CONTINUATION OF THAT CERTAIN CURVE IN THE WESTERLY LINE OF THE NORTHERLY TERMINUS OF LONDONDERRY PLACE HAVING A RADIUS OF 108.50 FEET AND A LENGTH OF 41.51 FEET AS SHOWN ON MAP OF SAID TRACT, TO A POINT IN SAID CONTINUATION OF CURVE DISTANT NORTHWESTERLY THEREON 139.39 FEET FROM THE SOUTHERLY EXTREMITY OF SAID CURVE, THENCE LEAVING SAID NORTHWESTERLY CONTINUATION SOUTH 44° 30' WEST, 123.05 FEET MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 8, THENCE NORTH 85° 15' WEST ALONG SAID NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 8 OF SAID TRACT NO. 12360, RECORDED IN BOOK 239, PAGES 27 AND 28 OF MAPS, SAID CORNER BEING A POINT IN THE WESTERLY LINE OF LONDONDERRY PLACE, (30 FEET IN WIDTH) AS SHOWN ON SAID MAP, THENCE NORTH 28° 03' 20" EAST ALONG SAID WESTERLY LINE 23.70 FEET, THENCE CONTINUING ALONG SAID WESTERLY LINE OF LONDONDERRY PLACE, AND ITS CONTINUATION NORTHWESTERLY, THE SAME BEING A CURVE CONCAVE TO THE WEST, TANGENT AT ITS POINT OF BEGINNING TO THE LAST MENTIONED COURSE, AND HAVING A RADIUS OF 108.50 FEET, A DISTANCE OF 139.29 FEET, MEASURED ALONG THE ARC OF SAID CURVE, THENCE LEAVING SAID NORTHWESTERLY CONTINUATION, SOUTH 44° 30' WEST 123.05 FEET MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 8, THENCE SOUTH 57° 00' EAST ALONG SAID NORTHERLY LINE OF LOT 8, A DISTANCE OF 113.04 FEET TO THE POINT OF BEGINNING.

APN: 5559-010-012

EA

PURCHASE AND SALE AGREEMENT

by and among

ORIWA VILLAS S.A. (the "Seller")

and

TRACERAIN CAPITAL, LLC (the "Buyer")

to B

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of January 9, 2014 ("the Effective Date") and is entered into by and between Tracerain Capital, LLC, a California Limited Liability company or designee ("Buyer") and Oriwa Villas, S.A., a foreign corporation ("Seller").

RECITALS

Seller is the owner of and agrees to sell to Buyer, more particularly described on Exhibit A attached hereto and made a part hereof, commonly known as 1401 Londonberry Pl, Los Angeles, CA 90069 (APN 5559-010-012) together with all improvements thereon (collectively, the "Property").

Buyer desires to purchase Property from Seller.

By this Agreement, Seller is agreeing to sell Property to Buyer, upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale. Subject to and in accordance with the terms and conditions hereinafter set forth, on the Close of Escrow (as herein defined), Seller agrees to sell Property to Buyer, and Buyer agrees to purchase the Property from Seller.
2. Opening and Closing of Escrow. Within five (5) business days after the Effective Date, the parties shall open an escrow ("Escrow") with an Escrow company and Title company of the Buyers' choice, and shall deliver a copy of this fully executed Agreement to Escrow. "Close of Escrow" shall be the date that a grant deed for Property in favor of Buyer, is recorded in the Official Records of the City of Los Angeles. Close of Escrow shall occur on or before the date that is ten (10) days after the expiration of the Due Diligence Period as defined in Section 5 below ("Outside Closing Date").
3. Purchase Price; Deposit.

The purchase price for Property to be paid by Buyer is the sum of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) ("Purchase Price")

Seller acknowledges having received the sum of Eight Hundred and Forty Thousand Dollars (\$840,000.00) from Buyer (the "Deposit"). On the Close of Escrow, the Deposit shall be applied toward the Purchase Price. In the event this Agreement is terminated by Buyer under Section 5 below or as a result of a default by Seller, then the Deposit shall be refunded to Buyer.

4. Title and Title Insurance.

Buyer's fee title to Property shall be insured at the Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by Title Company or, at the option of Buyer, an ALTA policy if Buyer performs an ALTA survey at Buyer's cost during the Due Diligence Period and requires an ALTA Extended Coverage Owner's Policy of Title Insurance (the "Title Policy"). The subject to the exceptions in the title report dated January 13, 2014 issued by Title Company under Order No. 114090133 (the "Permitted Title Exceptions").

Seller shall not encumber or agree to sell Property to any other party during the period from Effective Date to Close of Escrow or the date of the termination of this Agreement.

5. Due Diligence; Right Of Entry.

Buyer hereby acknowledges receipt of the document described on Exhibit "D". Seller hereby grants Buyer and its agents, employees, contractors and subcontractors designated in writing by Buyer to Seller (collectively "Representatives") the right to enter on the Property until the date that is thirty (30) days after the Effective Date (the "Due Diligence Period") for the purpose of inspecting the physical condition of the Property, including soils and geological matters and toxic or hazardous substances and other contamination subject to scheduling and coordination with the Seller. All such investigations shall be at Buyer's expense. All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with professional standards and the requirements of any governmental agency or entity and all applicable laws, and shall not disturb, or otherwise violate the rights of tenants.

Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances, as defined in Exhibit C below, on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement.

In connection with the inspections of the Property by Buyer and its Representatives, Buyer shall, at its own cost and expense, take any necessary action to keep the Property, and any improvements and personality thereon, in good order and repair and safe condition to the extent that such Property, improvements or personality were in such condition prior to its entry, and the whole of the Property, in a clean, sanitary and orderly condition, including, without limitation, ensuring that any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Buyer or its Representatives are regraded, resurfaced and compacted. If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or

altered property to the extent possible.

Prior to entering the Property, Buyer shall provide Seller with reasonable evidence that Buyer has reasonable insurance covering Buyer's activities on the Property. In any event, at its sole cost and expense, to defend, protect, indemnify, and hold free and harmless Seller and its employees, agents, and representatives, and their successors, and assigns (individually as "Indemnity" and collectively, "indemnities"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (collectively, the "Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to entry upon the Property pursuant to this Section.

If Buyer determines, in its reasonable discretion, that the condition of the Property is not acceptable to Buyer, then Buyer may terminate this Agreement by written notice to Seller (specifying in detail the matters that are unacceptable) given on or before the end of the Due Diligence Period. If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have approved all aspects of the condition of the Property.

6. Deposit of Documents and Funds in Escrow.

Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to Close of Escrow the following instruments, documents, and times, the delivery of each of which shall be a condition of the Close of Escrow.

7. Seller shall deliver:

A Grant Deed in the form attached hereto as Exhibit "B" duly executed and acknowledged by Seller;

Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy;

A completed and executed Form 593-C demonstrating no capital gain on the property;

And upon receipt of the wire for the purchase price (less the 10% deposit), a signed acknowledgement from the Seller confirming receipt of the wire;

8. Buyer shall deliver:

The Purchase Price (less the 10% Deposit), wired to a bank account of the seller's designation. This wire is to be executed by the buyer within 3 business days upon confirmation from the designated escrow company that the documents (excluding the wire receipt acknowledgement) in Section 7 have been duly delivered by the Seller;

Such funds as are required to pay for costs and expenses payable by the Buyer hereunder, wired to the designated Escrow company;

[Such proof of Buyer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy;]

Each of the Buyer and Seller may waive (in writing) any condition of the Close of Escrow set forth in this Section 6.

9. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

The Title Company can issue in time of Buyer the Title Policy, with a liability in the amount of the Purchase Price, showing fee title to the Property vested in Buyer, subject only to the Permitted Title Exceptions.

Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

10. Charges. Buyer shall pay (i) all of the escrow fees and charges of Escrow Holder, (ii) the cost of the premium for the Title Policy, (iii) the cost of all endorsements to the Title Policy, (iv) all costs and charges for the recordation of the Grant Deed, (v) any documentary or other local transfer taxes on the transfer of the Property, and (vi) Buyer's share of the charges prorated under this Agreement. If the Escrow shall fail to close for any reason other than Seller's default, Buyer shall pay any applicable Escrow cancellation charges.

11. Condemnation; Destruction. All risk of loss with respect to the Property shall remain with Seller until after the Close of Escrow and delivery of possession of the Property to Buyer. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken. If Buyer elects to maintain this Agreement in full force and effect, then upon Close of Escrow, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall not be entitled to any reduction in the Purchase Price.

12. Default. In the event of a breach or default under this Agreement by either Seller or Buyer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party, Buyer shall thereupon promptly receive a refund of the Deposit. Such right of termination

of the Escrow by the non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity, and specifically the right to specific performance of this Agreement.

13. As Is; Release. Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspections, investigations and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

Buyer waives and releases as of the Close of Escrow any and all claims it may have against Seller relating to the physical condition of the Property (including, without limitation, the presence or release hazardous materials or substances). To the extent of such waiver and release, Buyer expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

14. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by recognized national courier service or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or the following business day if sent by overnight courier. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

Buyer: Tracerain Capital, LLC, a California Limited Liability Company, 11766 Wilshire Blvd., Ste. 270, Los Angeles, CA 90025 or Designee

Seller: Oriwa Villas S.A. a Guatamalan Corporation, Guatamal Citibank Tower, 3a Avenida 13-78, Zona 10, Torre Citibank, 8vo Bivel

Copy to: _____

Escrow Holder: _____

15. Broker's Commissions. The parties hereto acknowledge that this transaction did not involve a broker or a salesperson or finder ("Broker") representing either Buyer or Seller.

Each party shall defend, indemnify and hold the other party harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to a Broker based on communications between the indemnifying party and such Broker. The provisions of this Section shall survive the Close of Escrow.

16. Standard Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a material conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

17. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

18. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of the parties hereto and their successors in interest and assigns.

19. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof Notwithstanding the foregoing, the Temporary Construction Easement shall survive the Close of Escrow.

20. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

21. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

22. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

23. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement.

24. Governing Law. This Agreement shall be governed by and construed accordance with the laws of the State of California.

25. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same installment. For purposes of this Agreement, facsimile

signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

26. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

BUYER:

TRACERAIN CAPITAL, LLC

BY:

TITLE:

SELLER:

ORIWAS VILLAS S.A.

MMH

BY: *Matthew Mark Hernandez*

TITLE: *Owner*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kristin A. Ingulsrud, Esq. (SBN 294532) H. Michael Soroy, Esq. (SBN 153944) LAW OFFICES OF H. MICHAEL SOROY 11766 Wilshire Boulevard, Suite 270 Los Angeles, California 9002-6537 TELEPHONE NO.: 310-444-7750 FAX NO.: 310-312-1034 ATTORNEY FOR (Name): TRACERAIN CAPITAL, LLC		FOR COURT USE ONLY FILED Superior Court Of California County Of Los Angeles MAR 20 2014 Sherri R. Carter, Executive Officer/Clerk By <u>Kristina Vargas</u> Deputy Kristina Vargas	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk		CASE NUMBER: BC539651 JUDGE: DEPT:	
CASE NAME: TRACERAIN CAPITAL, LLC v. ORIWA VILLAS S.A.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: March 20, 2014

 Kristin A. Ingulsrud, Esq. (SBN 294532)
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
 - Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
 - Defamation (e.g., slander, libel) (13)
 - Fraud (16)
 - Intellectual Property (19)
 - Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
 - Other Non-PI/PD/WD Tort (35)
- Employment**
- Wrongful Termination (36)
 - Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
 - Collection Case—Seller Plaintiff
 - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
- Other Civil Petition

SHORT TITLE: TRACERAIN CAPITAL, LLC v. ORIWA VILLAS S.A.

CASE NUMBER

BC539651

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE: TRACERAIN CAPITAL, LLC v. ORIWA VILLAS S.A.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: TRACERAIN CAPITAL, LLC v. ORIWA VILLAS S.A.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

SHORT TITLE: TRACERAIN CAPITAL, LLC v. ORIWA VILLAS S.A.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.

ADDRESS: 1401 Londonderry Place
Los Angeles, California 90069

CITY:

Los Angeles

STATE:

CA

ZIP CODE:

90069

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 3-20-14


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.